

**Note:** Terms and conditions of sealed bid sales are provided in regulations under sections 7505 and 7506 of the Internal Revenue Code and are summarized in the instructions on the back of this form.

Name and address of bidder

Bid made by (Check appropriate box)	
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Individual

Partnership

**Corporation**

Lot Number	<b>Description of Property</b> <i>(Description must conform to that in the public notice of sale without qualification or reservation. Attach separate sheets if necessary.)</i>	Amount Bid
		\$

**Total amount of bid**

\$

Remittance enclosed in the amount of

\$

If you submitted remittance with alternative bid or agreement to bid, enter amount here (See *instructions 4 and 5*)

\$

Signature of authorized person

Name and title

Date

(This space reserved for use of the District Director)

Award		Return of Remittance to Unsuccessful Bidder
Accepted as to Lots numbered <i>(Cite nos.)</i>		I acknowledge receipt of the remittance submitted with this bid.
Total amount of accepted bid	\$	
Remittance applied to bid	\$	
Balance due on <i>(Date)</i>	\$	
Signature and title		Signature, title and date
Address		
Certificate of sale issued on <i>(Date)</i>		
		Remittance returned by mail on <i>(Date)</i>
		Signature of Revenue Officer

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## Instructions

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**1. Invitation-**Bids are solicited through the public notice of sale. The notice

of sale. All sales of property are subject to the terms and conditions provided by regulations under Internal Revenue Code sections 7505 (*personal property*) and 7506 (*real property*), as stated in the public notice of sale and in these instructions.

**2. Bids-**Use this form to submit bids. If the public notice of sale specifies that the property to be sold is offered under alternative methods, such as separately, by groups, and in the aggregate, or by any combination of these methods, you may submit bids under one or more of the alternatives. In such cases, submit a separate form for each alternative bid, but all bids may be enclosed in the same envelope. For the amount of remittance to send with the alternative bids, see instruction 4, below.

**3. Time for Receiving and Opening Bids-**Submit bids in a securely sealed envelope. Show in the upper left-hand corner of the envelope the bidder's name and address, and the time and place of sale as announced in the public notice of sale. A bid will not be considered unless the revenue officer conducting the sale receives it before the opening of bids. Bids will be opened at the time and place stated in the public notice of sale, or at the time fixed in the announcement of the adjournment of the sale.

**4. Remittance With Bid-**Unless you have submitted a remittance under the terms of an agreement to bid on the property now offered for sale, submit your remittance with the bid as follows:

(a) If total bid is \$200 or less-the full bid amount.

(b) If total bid is more than \$200-20 percent of the bid amount or \$200, whichever is greater.

(c) If you submit alternative bids for items of property offered separately, by groups, in aggregate, or by any combination of these methods-the full amount of the highest alternative bid, if \$200 or less. If more than \$200, submit 20 percent of the highest alternative bid, or \$200, whichever is greater.

**5. Form of Remittance-**Submit remittance by certified, cashier's, or treasurer's check drawn on a bank or trust company incorporated under the laws of the United States or under the laws of any State or possession of the United States. Or submit a United States postal, bank, express, or telegraph money order. Make check or money order payable to the Internal Revenue Service.

**6. Payment of Bid Price-**if the notice of sale states that payment in full is required on acceptance of the highest bid, make your payment  
payment is permitted, pay the balance on or before the date fixed for its payment, but not later than one month after the date of sale. Any remittance submitted with a successful bid will be applied toward the purchase price.

**7. Condition of Title and of Property-**Only the right, title, and interest of the United States in and to the property is offered

for sale. Further, such interest is offered subject to any prior valid outstanding mortgages, encumbrances, ~~specific~~ <sup>and</sup> ~~liens~~ <sup>and</sup> ~~in favor of third parties~~. All property is offered for sale "as is" and without recourse against the United States. No guaranty or warranty, express or implied, is made as to the validity of the title, quality, quantity, weight, size, or condition of any of the property for any use or purpose. No claim will be considered for allowance or adjustment or for rescinding the sale based on failure of the property to conform with any expressed or implied representation.

**8. Encumbrances-**Persons who have not gotten information about prior encumbrances against the property offered for sale are advised that other bidders may have such knowledge. If requested, the Internal Revenue Service will furnish any information it has about possible encumbrances. This may be useful in determining the value of the interest being sold. To insure that you have the most complete and current information, you should verify for yourself the validity and priority of encumbrances against the property offered for sale.

**9. Withdrawal of Bids-**You may withdraw a bid. Write or telegraph the revenue officer conducting the sale, before the time fixed for opening the bids. A technical defect in a bid confers no right on the bidder to withdraw the bid after it has been opened. However, the revenue officer has the right to waive any technical defects in a bid.

**10. Rejection of Bids and Adjournment of Sale-**The United States can reject any and all bids and withdraw property from sale.

**11. Award** -After opening, examining, and considering all bids, the revenue officer conducting the sale will announce the amount of the highest bid or, in case of equal bids the highest bids and the names of the successful bidders. If the amounts of two or more highest bids are equal, the revenue officer will determine the successful bidder by drawing lots. Any remittance submitted with an unsuccessful bid will be returned at the end of the sale.

**12. Delivery and Removal of Personal Property-**The purchaser assumes the risk of any loss after the bid is accepted. The United States will keep possession of any personal property until the purchase price has been paid in full. The purchaser must pay all charges and expenses incurred in caring for the property after the bid is accepted.

**13. Possession of Real Property-**At quitclaim deed to any real property will not be delivered or possession granted to the purchaser until the purchase price has been paid in full. If payment of part of the purchase price is deferred, the United States will keep title and possession of the property until the purchase price has been paid in full. At that time a quitclaim deed will be executed as soon as possible. The purchaser must pay all charges and expenses incurred in caring for the property after the bid is accepted.